

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

ROBERT ROSENBERG, an individual,
Plaintiff / Class Representative,

Plaintiff,

vs.

HORIZON REALTY ADVISORS LLC, a
Washington limited liability company, and HRA
STADIUM PARK LLC, a Washington limited
liability company,

Defendants.

Case No. 6:22-cv-00278-MC

**DECLARATION OF OMEIKIEA
LORENZANO OF ANGEION GROUP, LLC
RE: SETTLEMENT ADMINISTRATION**

I, Omeikiea Lorenzano, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am an Associate Project Manager with Angeion Group, LLC (“Angeion”), the Settlement Administrator retained in this matter, located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age, and I am not a party to this action.
2. Angeion was retained by the Parties and appointed by the Court to serve as Settlement Administrator and to, among other tasks, provide notice to Settlement Class Members; respond to Settlement Class Member inquiries; receive and process Class Members exclusion requests and objections; and perform other duties as specified in the *Stipulation and Agreement of Settlement* (“Settlement Agreement”), and by the directives of the Court, including but not limited to the *Order Granting Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”), entered on January 19, 2023.
3. Angeion is not related to or affiliated with Plaintiff, Plaintiff’s Counsel, Defendants or Defendants’ Counsel.

CAFA NOTICE

4. Pursuant to 28 U.S.C. § 1715, Angeion, on behalf of the Defendants, caused notice regarding the settlement to be sent to the Attorneys General of all states and territories, as well as the Attorney General of the United States on January 23, 2023 (“CAFA Notice”). As of the date of this declaration, Angeion has not received an objection from any governmental agency. A true and accurate copy of the CAFA Notice is attached hereto as **Exhibit A**.

CLASS LIST

5. Beginning on May 1, 2023, Angeion received from Plaintiff’s Counsel, two spreadsheets containing a total of 8,697 unique records containing: Class Member Name, last known mailing address, and rental information during the class period. Email addresses were provided for 8,567 records.

6. Angeion reviewed the 8,697 unique records that were provided to compile the Class Member database (“Class List”).

MAILED NOTICE

7. Prior to mailing, Angeion processed the 8,697 mailing addresses the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database to identify updated addresses for individuals and businesses who have moved in the last four years and filed a change of address card with the USPS. The NCOA results provided 1,772 updated addresses for the Class Members. Angeion updated the Class List with these updated addresses.

8. On June 28, 2023, Angeion caused the Settlement Notice (“Notice”) to be mailed to all 8,697 Settlement Class Members via USPS first class mail, postage prepaid. A true and accurate copy of the Notice is attached hereto as **Exhibit B**.

9. As of October 2, 2023, the United States Postal Service (“USPS”) has not returned any Notices with a forwarding address.

10. As of October 2, 2023, a total of 2,726 of the initial Notices have been returned by the USPS as undeliverable without a forwarding address. Angeion conducted address verification searches (“skip traces”) in an attempt to locate updated addresses. Angeion identified 1,753 updated

addresses via skip tracing. Angeion updated the Class Member database and has re-mailed Notices to the 1,753 Class Members located via this process. Of the re-mailed Notices none have been returned by the USPS a second time.

11. On August 14, 2023, Angeion caused the Email Notice to be sent to 815 records that were returned as undeliverable and we were unable to find an updated address for and had a valid email address, of which 769 emails were delivered and 46 were not delivered due to a hard bounce. A true and accurate copy of the Email Notice is attached hereto as **Exhibit C**.

CASE SPECIFIC WEBSITE

12. On June 28, 2023, Angeion established the following website dedicated to this Settlement: www.RentalUtilitySettlement.com (“Settlement Website”). The Settlement Website contains copies of the Long Form Notice, Settlement Agreement and Preliminary Approval Order, and other settlement related documents which are available for download. The Settlement Website also has a “Frequently Asked Questions” page which provides Class Members with answers to common inquiries about the Settlement, and a “Contact Us” page which provides Class Members with the mailing address, phone number and email address to contact the Settlement Administrator.

13. As of October 5, 2023, the Settlement Website has had 249 unique visitors resulting in approximately 988 page views.

CASE SPECIFIC HOTLINE

14. On June 28, 2023, Angeion established a toll-free hotline dedicated to this Settlement to further apprise Class Members of their rights and options in the Settlement: **1-(844) 495-0110**. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. Class Members may also leave a message for the Settlement Administrator, provide updated contact information or ask additional questions and Angeion will call them back. The hotline is accessible 24 hours a day, 7 days a week.

REQUESTS FOR EXCLUSION AND OBJECTIONS

15. The deadline for Class Members to request exclusion from the Settlement was August 28,

2023. As of October 5, 2023, Angeion has not received any exclusion requests.

16. The deadline for Class Members to object to the Settlement was August 28, 2023. As of the date of this declaration, Angeion has not received any objections to the Settlement.

DISTRIBUTION AND REMAINING TASKS

17. Upon issuance of a Final Order from this Court and the achievement of the benchmarks set forth in the Settlement Agreement, Angeion will cause the distribution of Settlement benefits to take place in accordance with the terms of the settlement Agreement or as otherwise directed by this Court.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 5, 2023, in Philadelphia, Pennsylvania.

/s/Omeikiea Lorenzano
Omeikiea Lorenzano

Exhibit A



1650 Arch Street, Suite 2210
Philadelphia, PA 19103
www.angeiongroup.com
215.563.4116 (P)
215.525.0209 (F)

January 23, 2023

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement
Robert Rosenberg v. Horizon Realty Advisors, LLC

Dear Counsel or Official:

Angeion Group, an independent Claims Administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: Robert Rosenberg v. Horizon Realty Advisors, LLC
Index Number: 6:22-cv-00278-MC
Jurisdiction: United States District Court, District of Oregon
Date Settlement Filed with Court: 01/13/2023

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** Plaintiff's Class Action Complaint filed with the Court on November 26, 2021, the Amended Class Action Allegation Complaint filed with the Court on January 20, 2021, and the Second Amended Class Action Complaint filed with the Court on July 18, 2022, in the *Robert Rosenberg v. Horizon Realty Advisors, LLC* case can be found on the enclosed CD-ROM as "Exhibit 1 – Complaints."
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** The Preliminary Approval Hearing is scheduled to be held on October 25, 2023, can be found on the enclosed CD-ROM as "Exhibit 2 - Order Granting Motion for Preliminary Approval of Class Action Settlement."
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The Proposed Direct Mail Notice filed with the Court on January 13, 2023, can be found on the enclosed CD-ROM as "Exhibit 3 - Notice of Class Action Settlement to Class Members."
- 4. 28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The Stipulation and Agreement of Settlement Agreement, filed with the Court on January 13, 2023, can be found on the enclosed CD-ROM as "Exhibit 4 – Stipulation and Agreement of Settlement Agreement". The Plaintiff's Unopposed Motion for Preliminary

Approval of Settlement Agreement and memorandum in support, filed with the Court on January 13, 2023, is also included in the CD-ROM as “Exhibit 5 – Motion for Preliminary Approval.”

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, no other settlements or other agreements have been contemporaneously made between the Parties.
6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** All persons listed as a “Lessee” or “Resident” on a rental agreement for a dwelling unit within any Oregon apartment complex managed by Horizon Realty Advisors and with a rental agreement requested the payment of utility charge from April 1, 2019, to September 30, 2022. The Settlement Class contains approximately 6,182 unique individuals who resided at its properties during the period in question.
8. **28 U.S.C. § 1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has issued an Order Granting Motion for Preliminary Approval of Class Action Settlement related to this Settlement.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Enclosures

Exhibit B

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

ROBERT ROSENBERG, an individual,
Plaintiff / Class Representative,

Plaintiff,

vs.

HORIZON REALTY ADVISORS LLC, a
Washington limited liability company, and HRA
STADIUM PARK LLC, a Washington limited
liability company,

Defendants.

CASE NO. 6:22-cv-00278-MC

**LEGAL NOTICE BY ORDER OF
THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON**

**IF YOU RESIDED IN AN OREGON PROPERTY MANAGED BY HORIZON REALTY
ADVISORS AND WERE CHARGED A UTILITY CHARGE, YOU COULD RECEIVE A
PAYMENT FROM A CLASS ACTION SETTLEMENT.**

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

A federal court authorized this notice. This is not a solicitation from a lawyer.

This Notice of Class Action Settlement and Final Approval Hearing and Instructions Regarding Receipt of Payment, Exclusion, and Objections to Settlement (hereafter the “Class Notice”) has been provided to you because, if you are a class member, your legal rights may be affected by the settlement of a class action lawsuit pending in the United States District Court for the District of Oregon.

The case is brought against Horizon Realty Advisors, LLC (“Horizon Realty Advisors”) and HRA Stadium Park LLC (collectively the “Defendants”), regarding certain properties located in Oregon (the “Properties”) alleging various violations of law related to the collection of utility charges at the Properties (the “Lawsuit”). Defendants deny the allegations in the Lawsuit.

Please read this Class Notice carefully. The purpose of this Class Notice is to advise you about a proposed settlement of this Lawsuit (the “Settlement”) and how you are affected by the Settlement so that you may decide what steps to take in relation to it. The Class Notice will also explain how you will receive payment under the Settlement.

The parties have engaged in settlement negotiations and information exchanges. Following the parties’ negotiations, the parties have reached an agreement (the “Settlement Agreement”) providing for settlement of the Lawsuit. The Settlement Agreement affects all lessees of a dwelling unit within any Oregon apartment complex managed by Horizon Realty Advisors, whose rental agreement required the payment of a utility charge from April 1, 2019 to September 30, 2022.

Defined terms, other than those defined in this Class Notice, shall have the meaning set forth in the Settlement Agreement.

Class Counsel believe the claims asserted in the Lawsuit have merit, but the Settlement, described below, is in the best interests of Settlement Class Members. Class Counsel have evaluated information made available during the course of the Lawsuit and settlement negotiations and taken into account the risks and uncertainties of proceeding with this Lawsuit. Based upon their consideration of these factors, and the substantial time and expense that would be incurred in further pursuit of this Lawsuit, Class Counsel believes it is in the best interest of the Settlement Class to settle the Lawsuit and the Released Claims on the terms described below.

This Class Notice does not imply there have been or would be any findings of violation of the law by Defendants or that recovery could be had in any amount if the Lawsuit were not settled.

The Settlement is described in this Class Notice, and the full text of the Settlement Agreement is posted on the Settlement Website at **www.RentalUtilitySettlement.com**.

The following is a summary of pertinent provisions of the Settlement Agreement and is not a complete statement of the Settlement or of the Lawsuit. To take effect, the Settlement Agreement must be approved by the Court.

Your legal rights are affected whether you act or do nothing at all. Please read this notice carefully.

WHY DOES THIS CLASS NOTICE APPLY TO ME?

Records show that between April 1, 2019, and September 30, 2022 (the “Class Period”), you were a lessee on a rental agreement for a dwelling unit in an Oregon apartment complex managed by Horizon Realty Advisors, and your rental agreement required the payment of a utility charge. The parties to the Lawsuit have agreed that you are a part of the class that will be included in the Settlement (the “Settlement Class”) (defined further in the “Who Is In The Class” heading below).

This Lawsuit was brought by Robert Rosenberg, also known as the “Class Representative.” The Class Representative sued the Defendants. The proposed Settlement would resolve all claims in this Lawsuit. The Court in charge of the Lawsuit, the United States District Court for the District of Oregon, has preliminarily approved the proposed Settlement. The Court has also approved issuance of this notice.

WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

A class action lawsuit is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, like the Class Representative here, assert claims on behalf of themselves and on behalf of the entire class.

Brady Mertz and Matthew G. Shepard were appointed to serve as Class Counsel. The Defendants are Horizon Realty Advisors and HRA Stadium Park LLC. HRA Stadium Park LLC is the owner of the property in which the Class Representative resided, and Horizon Realty Advisors managed that and the other Properties at certain points during the Class Period.

This class-action lawsuit claims Defendants violated Oregon landlord-tenant laws regarding utility billing, including because Defendants allegedly:

- (i) failed within 30 days after receipt of the utility provider's bill or service provider's bill to bill tenants in writing;
- (ii) failed to provide with tenants' utility bills a copy of the provider's bill or a statement that they may inspect the provider's bill at a reasonable time and place and that they may obtain a copy of the provider's bill by making a request to the landlord during the inspection and upon payment to the landlord of the reasonable cost of making copies;
- (iii) failed to provide tenants an explanation of the manner in which the utility provider or service provider assessed their utility or service charges in either the rental agreement or any utility bill; and
- (iv) required tenants to pay for utilities and services without explaining the manner in which the charge for utilities or services was allocated among tenants.

The Class Representative sought to recover monetary damages under ORS 90.315(4)(f) in the amount of twice actual damages or one month's periodic rent, whichever is greater. Defendants deny they have violated any law or done anything wrong, and the Court has not ruled that Defendants have violated any law or done anything wrong, or that a class would or would not have been certified in the Lawsuit.

The parties to the Lawsuit have agreed to settle the Lawsuit to resolve the matter and avoid the risk and expense of further litigation. The Court has issued an Order preliminarily approving the Settlement Class and settlement of the Lawsuit.

WHO IS IN THE CLASS?

The Class, for settlement purposes only, is defined as All persons listed as a "Lessee" or "Resident" on a rental agreement for a dwelling unit within any Oregon apartment complex managed by Horizon Realty Advisors and which rental agreement required the payment of a utility charge from April 1, 2019 to September 30, 2022.

Class membership (including your membership in the Class) was confirmed in accordance with the procedures described in the Settlement Agreement.

Excluded from the Settlement Class are: (i) Defendants; (ii) any person who was an officer, director, or partner of Defendants during the Class Period and any members of their immediate family; (iii) any parent, subsidiary, or affiliate of Defendants; (v) any firm, trust, corporation, or other entity in which Defendants or any other excluded person or entity has, or had during the Class Period, a controlling interest; (vi) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded persons or entities; and (vii) the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' staffs or immediate family members.

WHAT IS THE PROPOSED SETTLEMENT?

Under the proposed Settlement, Defendants will pay a Total Settlement Fund of \$2,400,000 (the "Settlement Fund").

Except for Initial Settlement Administration Costs of up to \$100,000 (which will be paid pursuant to Paragraph 16(a) of the Settlement Agreement), this Settlement Fund will be Defendants' exclusive payment obligation and will be used to satisfy: (1) all of Class Counsel's Expenses; (2) all claims for an award of Class Counsel's Fees; (3) the Class Representative Incentive Award; (4) any amount of Settlement Administration Costs beyond the Initial Settlement Administration Costs; and (5) all other costs and expenses related to the Settlement Agreement. Any remaining amount shall be used to satisfy the claims of Settlement Class Members, including you, as described below.

Details of how your payment will be calculated are in the Settlement Agreement. You will be entitled to receive between \$7.00 and \$2,539.95 depending on the number of other Settlement Class Members in your unit during the time you resided there, and the last rent paid by that unit during the Class Period (see "How Do I Receive Payment" section below). Additionally, Defendants will use a portion of the Settlement Fund to pay the fees of the attorneys who brought the lawsuit in an amount approved by the Court, as described below. The members of the Class will release any claims that were asserted or could have been asserted in the Lawsuit, as described in the Settlement Agreement, regardless of whether they cash their check.

HOW DO I RECEIVE PAYMENT?

As a Class member you are entitled to a "share" of the money that Defendants have agreed to pay as part of the Settlement. Your share is based on the number of other Settlement Class Members in your unit during the time you resided there, and the last rent paid by that unit during the Class Period. Each Settlement Class Member will be entitled to one share equaling the last actual rent amount charged to that unit. The "share" will be further divided between all of the Settlement Class Members in your "tenancy," which will be identified by Class Counsel. Your "share" was jointly calculated as described in the Settlement Agreement.

The distribution each Settlement Class Member is entitled to receive (the "Settlement Fund Payment") will be paid from the Total Settlement Fund, after the payment of Class Counsel's Fees and Expenses, the Class Representative Incentive Award, Settlement Administration Costs beyond the Initial Settlement Administration Costs, and all other costs and expenses related to the Settlement Agreement. Unless you contact the Settlement Claims Administrator, the check will be made payable to the addressee of this notice, and mailed to the same address as this notice.

Unless you exclude yourself from the Settlement Class as described below, you will receive this payment and be bound by the terms of the Settlement, including its releases, regardless of whether you cash your check.

You will have ONE HUNDRED EIGHTY (180) DAYS from the date on which it is issued to cash your payment check. After that time period, the payment will be void, you will be entitled to no further payment, and you will still be bound by the terms of the Settlement Agreement, including its releases.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS?

You may choose to exclude yourself entirely from the Settlement Class and the Settlement, which means you will not receive any payment but that you will also not be bound by the other terms of the Settlement and you will be able to sue Defendants on your own about the same legal claims that are involved in this case, now or in the future, to the extent you have claims against Defendants. To exclude yourself you must submit a valid Request for Exclusion in written form which includes the following:

- a. A heading referring to the Case Number 6:22-CV-00278-MC, pending before the United States District Court for the District of Oregon and entitled “*Rosenberg v. Horizon Realty Advisors, LLC et al.*”;
- b. Your name and address;
- c. A clear statement that you wish to be excluded from the Settlement Class; and
- d. Your signature.

Your Request for Exclusion must be delivered to the Settlement Claims Administrator by first class mail, postage prepaid at the addresses below and must be postmarked no later than **August 28, 2023**, which date is the Opt-Out Deadline.

| Claims Administrator |
|----------------------------------|
| Rental Utility Settlement |
| Attn: Exclusion Request |
| P.O. Box 58220 |
| Philadelphia, PA 19102 |

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location other than the address above or after the deadline. If you ask to be excluded, you will not receive any payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THE CLASS?

You will receive a payment as described above and you will **be barred from bringing any claims that were asserted or could have been asserted in the Lawsuit, as described in the Settlement Agreement.**

HOW DO I OBJECT TO THIS SETTLEMENT?

As a class member, you can object to any part of the Settlement, either personally or through legal counsel. However, you can object only if you stay in the Settlement Class. Excluding yourself in the manner described above is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you. To object, you or your counsel must submit a letter or other written document that includes the following:

- a. A heading referring to the Case Number 6:22-CV-00278-MC, pending before the United States District Court for the District of Oregon and entitled “*Rosenberg v. Horizon Realty Advisors, LLC et al.*”;
- b. A detailed written statement of the specific factual and legal basis for each objection, including why you have chosen to object;
- c. If you want to appear at the Final Approval Hearing—which is where the Court will determine whether to approve the Settlement—a statement that you intend to appear, and the grounds or specific reasons for your desire to appear and be heard (you do not have to attend the Final Approval Hearing to object to the Settlement);

- d. A list of and copies of all documents that you may seek to use at the Final Approval Hearing, and a list of the names of any witnesses that you want to present at the Final Approval Hearing; and
- e. If you are represented by counsel, counsel's name, address, and telephone number. Any counsel representing you must file a notice of appearance and Points and Authorities in support of the objections, which brief shall contain any and all legal authority upon which you will rely and confirm whether the attorney intends to appear at the Final Approval Hearing.

Your objection and all supporting documents must be filed with the Court and **RECEIVED** no later than the Opt-Out Deadline, which is **August 28, 2023**.

| Court |
|--|
| Wayne L. Morse United States Courthouse Courtroom 2 405 East Eighth Avenue Eugene, Oregon 97401 |

WHAT DOES IT MEAN TO OBJECT TO THE SETTLEMENT?

Objecting is simply telling the Court that you do not agree with the Settlement or some part of it.

WHAT HAPPENS IF I DO NOT OBJECT TO THE CLASS?

If you are a Settlement Class Member and the Settlement Claims Administrator obtains your complete and current address information, unless you exclude yourself, you will receive a payment as described and you will **be barred from bringing any claims that were asserted or could have been asserted in the Lawsuit, as described in the settlement agreement regardless of whether you cash your check.** If you do nothing at all, you will be bound by the terms and conditions of the Settlement Agreement, will be unable to file your own lawsuit involving any of the claims described and identified here, and you will release the Released Parties from any liability.

WHAT ARE THE ATTORNEY'S' FEES AND EXPENSES AND THE CLASS REPRESENTATIVES' COMPENSATION?

Class Counsel will request the Court approve no more than 1/4 of the \$2.4 million Settlement Fund for Class Counsel's fees and expenses incurred in litigating this Lawsuit and will request the Court approve an incentive payment to the Class Representative totaling \$10,000. These payments, along with the costs, if any, of administrating the Settlement beyond the \$100,000 of Initial Settlement Administration Costs as defined in Paragraph 16(a) of the Settlement Agreement, will be paid out of the Settlement Fund.

WHAT RIGHTS ARE BEING RELEASED BY THE SETTLEMENT?

If the Court approves the Settlement, all Class Members will release Defendants, Horizon Realty Advisors' current and former property management clients (including owners of properties managed by Horizon Realty Advisors at which Settlement Class Members resided), Defendants' contractors, Defendants' service providers, and each of their parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, members, managers, trustees, trusts, employees, immediate family members, insurers, reinsurers,

and attorneys (the “Released Parties”), all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, whether such claim was asserted in the Complaint or the Amended Complaint or could have been asserted in the Complaint or the Amended Complaint, or in any other forum, to the extent such claim arises out of or is based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or the Amended Complaint, and that otherwise relate to utility billing practices during the Class Period, except for claims relating to the enforcement of the Settlement Agreement (the “Released Claims”).

You can talk to the law firms representing the Settlement Class for free or you can, at your own expense, talk to your own lawyer if you have any questions about Released Parties or the Released Claims or what they mean. The release does not apply to Settlement Class Members who timely submit a valid Request for Exclusion.

WHAT IS THE FINAL APPROVAL HEARING AND WHEN IS IT?

PLEASE TAKE NOTICE that a Final Approval Hearing will be held on **October 25, 2023** at **10:00am** at the Wayne L. Morse United States Courthouse in Courtroom 2, 405 East Eighth Avenue, Eugene, Oregon 97401 to consider the final approval of this proposed Settlement. **You are not required to appear at the hearing**, but you may attend the hearing if you want to. At the Final Approval Hearing, the Court will consider:

- a. Whether the proposed Settlement is fair, reasonable, adequate, in good faith, and in the best interests of the Class Members; and
- b. Whether a Final Approval Order and General Judgment of Dismissal should be entered approving the Settlement and releasing all related claims against Defendants.

If, after conducting the Final Approval Hearing, the Court grants final approval of the Settlement as set forth in the Settlement Agreement (including any modification or amendment thereto to which Defendants and Class Counsel agree), it shall enter a Final Approval Order and General Judgment of Dismissal. Defendants’ obligations to make payments under the Settlement Agreement do not become effective until the Court grants final approval, and the General Judgment of Dismissal becomes final, as defined in the Settlement Agreement.

ADDITIONAL INFORMATION

If you want additional information you may call the Settlement Claims Administrator toll-free at **1-(844)495-0110** with any questions or you may visit the website at **www.RentalUtilitySettlement.com**.

Please send any notification of a new mailing address for you to the Settlement Claims Administrator via email or written letter to:

Rental Utility Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19102
Email: info@RentalUtilitySettlement.com

Unless you contact the Settlement Claims Administrator, the check will be made payable to the addressee of this notice, and mailed to the same address as this notice.

Do not contact the Court directly. You may, however, refer to the pleadings in the public file with the Court.

With the exception of submitting an objection please DO NOT call or write to the Clerk of the Court.

Exhibit C

From: donotreply@RentalUtilitySettlement.com Rental Utility Settlement Administrator
Subject: Notice of Class Action Settlement – Rosenberg v. Horizon Realty Advisors, LLC

Notice ID: **HRAxxxxx**

NOTICE

Rosenberg v. Horizon Realty Advisors, LLC
Case No. 6:22-cv-00278-MC

IF YOU RESIDED IN AN OREGON PROPERTY MANAGED BY HORIZON REALTY ADVISORS AND WERE CHARGED A UTILITY CHARGE, YOU COULD RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT

Dear **Claimant Name**,

This Notice of Class Action Settlement and Final Approval Hearing and Instructions Regarding Receipt of Payment, Exclusion, and Objections to Settlement (hereafter the “Class Notice”) has been provided to you because, if you are a class member, your legal rights may be affected by the settlement of a class action lawsuit pending in the United States District Court for the District of Oregon.

The case is brought against Horizon Realty Advisors, LLC (“Horizon Realty Advisors”) and HRA Stadium Park LLC (collectively the “Defendants”), regarding certain properties located in Oregon (the “Properties”) alleging various violations of law related to the collection of utility charges at the Properties (the “Lawsuit”). Defendants deny the allegations in the Lawsuit.

Please read this Class Notice carefully. The purpose of this Class Notice is to advise you about a proposed settlement of this Lawsuit (the “Settlement”) and how you are affected by the Settlement so that you may decide what steps to take in relation to it. The Class Notice will also explain how you will receive payment under the Settlement.

WHY DOES THIS CLASS NOTICE APPLY TO ME? Records show that between April 1, 2019, and September 30, 2022 (the “Class Period”), you were a lessee on a rental agreement for a dwelling unit in an Oregon apartment complex managed by Horizon Realty Advisors, and your rental agreement required the payment of a utility charge. The parties to the Lawsuit have agreed that you are a part of the class that will be included in the Settlement (the “Settlement Class”) (defined further in the “Who Is In The Class” heading below).

This Lawsuit was brought by Robert Rosenberg, also known as the “Class Representative.” The Class Representative sued the Defendants. The proposed Settlement would resolve all claims in this Lawsuit. The Court in charge of the Lawsuit, the United States District Court for the District of Oregon, has preliminarily approved the proposed Settlement. The Court has also approved issuance of this notice.

WHAT IS THIS CLASS ACTION LAWSUIT ABOUT? A class action lawsuit is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs, like the Class Representative here, assert claims on behalf of themselves and on behalf of the entire class.

Brady Mertz and Matthew G. Shepard were appointed to serve as Class Counsel. The Defendants are Horizon Realty Advisors and HRA Stadium Park LLC. HRA Stadium Park LLC is the owner of the property in which the Class Representative resided, and Horizon Realty Advisors managed that and the other Properties at certain points during the Class Period.

This class-action lawsuit claims Defendants violated Oregon landlord-tenant laws regarding utility billing, including because Defendants allegedly:

- (i) failed within 30 days after receipt of the utility provider's bill or service provider's bill to bill tenants in writing;
- (ii) failed to provide with tenants' utility bills a copy of the provider's bill or a statement that they may inspect the provider's bill at a reasonable time and place and that they may obtain a copy of the provider's bill by making a request to the landlord during the inspection and upon payment to the landlord of the reasonable cost of making copies;
- (iii) failed to provide tenants an explanation of the manner in which the utility provider or service provider assessed their utility or service charges in either the rental agreement or any utility bill; and
- (iv) required tenants to pay for utilities and services without explaining the manner in which the charge for utilities or services was allocated among tenants.

The Class Representative sought to recover monetary damages under ORS 90.315(4)(f) in the amount of twice actual damages or one month's periodic rent, whichever is greater. Defendants deny they have violated any law or done anything wrong, and the Court has not ruled that Defendants have violated any law or done anything wrong, or that a class would or would not have been certified in the Lawsuit.

The parties to the Lawsuit have agreed to settle the Lawsuit to resolve the matter and avoid the risk and expense of further litigation. The Court has issued an Order preliminarily approving the Settlement Class and settlement of the Lawsuit.

WHO IS IN THE CLASS? The Class, for settlement purposes only, is defined as All persons listed as a "Lessee" on a rental agreement for a dwelling unit within any Oregon apartment complex managed by Horizon Realty Advisors and which rental agreement required the payment of a utility charge from April 1, 2019 to September 30, 2022.

Class membership (including your membership in the Class) was confirmed in accordance with the procedures described in the Settlement Agreement.

Excluded from the Settlement Class are: (i) Defendants; (ii) any person who was an officer, director, or partner of Defendants during the Class Period and any members of their immediate family; (iii) any parent, subsidiary, or affiliate of Defendants; (v) any firm, trust, corporation, or other entity in which Defendants or any other excluded person or entity has, or had during the Class Period, a controlling interest; (vi) the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded persons or entities; and (vii) the Judge or Magistrate Judge to whom the Action is assigned and any member of those Judges' staffs or immediate family members.

WHAT IS THE PROPOSED SETTLEMENT? Under the proposed Settlement, Defendants will pay a Total Settlement Fund of \$2,400,000 (the "Settlement Fund").

Except for Initial Settlement Administration Costs of up to \$100,000 (which will be paid separately pursuant to Paragraph 16(a) of the Settlement Agreement), this Settlement Fund will be Defendants' exclusive payment obligation and will be used to satisfy: (1) all of Class Counsel's Expenses; (2) all claims for an award of Class Counsel's Fees; (3) the Class Representative Incentive Award; (4) any amount of Settlement Administration Costs beyond the Initial Settlement Administration Costs; and (5) all other costs and expenses related to the Settlement Agreement. Any remaining amount shall be used to satisfy the claims of Settlement Class Members, including you, as described below.

Details of how your payment will be calculated are in the Settlement Agreement. You will be entitled to receive between \$7.00 and \$2,539.95 depending on the number of other Settlement Class Members in your unit during the time you resided there, and the last rent paid by that unit during the Class Period (see “How Do I Receive Payment” section below). Defendants will also pay the fees of the attorneys who brought the lawsuit in an amount approved by the Court, as described below. The members of the Class will release any claims that were asserted or could have been asserted in the Lawsuit, as described in the Settlement Agreement, regardless of whether they cash their check.

HOW DO I RECEIVE PAYMENT? As a Class member you are entitled to a “share” of the money that Defendants have agreed to pay as part of the Settlement. Your share is based on the number of other Settlement Class Members in your unit during the time you resided there, and the last rent paid by that unit during the Class Period. Each Settlement Class Member will be entitled to one share equaling the last actual rent amount charged to that unit. The “share” will be further divided between all of the Settlement Class Members in your “tenancy,” which will be identified by Class Counsel. Your “share” was jointly calculated as described in the Settlement Agreement.

The distribution each Settlement Class Member is entitled to receive (the “Settlement Fund Payment”) will be paid from the Total Settlement Fund, after the payment of Class Counsel’s Fees and Expenses, the Class Representative Incentive Award, Settlement Administration Costs beyond the Initial Settlement Administration Costs, and all other costs and expenses related to the Settlement Agreement. Unless you contact the Settlement Claims Administrator, the check will be made payable to the addressee of this notice and mailed to the same address as this notice.

Unless you exclude yourself from the Settlement Class as described below, you will receive this payment and be bound by the terms of the Settlement, including its releases, regardless of whether you cash your check.

You will have ONE HUNDRED EIGHTY (180) DAYS from the date on which it is issued to cash your payment check. After that time period, the payment will be void, you will be entitled to no further payment, and you will still be bound by the terms of the Settlement Agreement, including its releases.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT CLASS? You may choose to exclude yourself entirely from the Settlement Class and the Settlement, which means you will not receive any payment but that you will also not be bound by the other terms of the Settlement and you will be able to sue Defendants on your own about the same legal claims that are involved in this case, now or in the future, to the extent you have claims against Defendants. To exclude yourself you must submit a valid Request for Exclusion in written form which includes the following:

- a. A heading referring to the Case Number 6:22-CV-00278-MC, pending before the United States District Court for the District of Oregon and entitled “*Rosenberg v. Horizon Realty Advisors, LLC et al.*”;
- b. Your name and address;
- c. A clear statement that you wish to be excluded from the Settlement Class; and
- d. Your signature.

Your Request for Exclusion must be delivered to the Settlement Claims Administrator by first class mail, postage prepaid at the addresses below and must be postmarked no later than **August 28, 2023**, which date is the Opt-Out Deadline.

| |
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| Settlement Claims Administrator |
| Rental Utility Settlement |
| Attn: Exclusion Request |
| P.O. Box 58220 |
| Philadelphia, PA 19102 |

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location other than the address above or after the deadline. If you ask to be excluded, you will not receive any payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THE CLASS? You will receive a payment as described above and you will **be barred from bringing any claims that were asserted or could have been asserted in the Lawsuit, as described in the Settlement Agreement.**

HOW DO I OBJECT TO THIS SETTLEMENT? As a class member, you can object to any part of the Settlement, either personally or through legal counsel. However, you can object only if you stay in the Settlement Class. Excluding yourself in the manner described above is telling the Court that you do not want to be included in the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you. To object, you or your counsel must submit a letter or other written document that includes the following:

- a. A heading referring to the Case Number 6:22-CV-00278-MC, pending before the United States District Court for the District of Oregon and entitled “*Rosenberg v. Horizon Realty Advisors, LLC et al.*”;
- b. A detailed written statement of the specific factual and legal basis for each objection, including why you have chosen to object;
- c. If you want to appear at the Final Approval Hearing—which is where the Court will determine whether to approve the Settlement—a statement that you intend to appear, and the grounds or specific reasons for your desire to appear and be heard (you do not have to attend the Final Approval Hearing to object to the Settlement);
- d. A list of and copies of all documents that you may seek to use at the Final Approval Hearing, and a list of the names of any witnesses that you want to present at the Final Approval Hearing; and
- e. If you are represented by counsel, counsel’s name, address, and telephone number. Any counsel representing you must file a notice of appearance and Points and Authorities in support of the objections, which brief shall contain any and all legal authority upon which you will rely and confirm whether the attorney intends to appear at the Final Approval Hearing.

Your objection and all supporting documents must be filed with the Court and **RECEIVED** no later than the Opt-Out Deadline, which is **August 28, 2023**.

| Court |
|--|
| Wayne L. Morse United States Courthouse Courtroom 2 405 East Eighth Avenue Eugene, Oregon 97401 |

WHAT DOES IT MEAN TO OBJECT TO THE SETTLEMENT? Objecting is simply telling the Court that you do not agree with the Settlement or some part of it.

WHAT HAPPENS IF I DO NOT OBJECT TO THE CLASS? If you are a Settlement Class Member and the Settlement Claims Administrator obtains your complete and current address information, unless you exclude yourself, you will receive a payment as described and you will **be barred from bringing any claims that were asserted or could have been asserted in the Lawsuit, as described in the settlement agreement regardless of whether you cash your check.** If you do nothing at all, you will be bound by the terms and conditions of the Settlement Agreement, will be unable to file your own lawsuit involving any of the claims described and identified here, and you will release the Released Parties from any liability.

WHAT ARE THE ATTORNEY'S' FEES AND EXPENSES AND THE CLASS REPRESENTATIVES' COMPENSATION? Class Counsel will request the Court approve no more than 1/4 of the \$2.4 million Settlement Fund for Class Counsel's fees and expenses incurred in litigating this Lawsuit and will request the Court approve an incentive payment to the Class Representative totaling \$10,000. These payments, along with the costs, if any, of administering the Settlement beyond the \$100,000 of Initial Settlement Administration Costs as defined in Paragraph 16(a) of the Settlement Agreement, will be paid out of the Settlement Fund.

WHAT RIGHTS ARE BEING RELEASED BY THE SETTLEMENT? If the Court approves the Settlement, all Class Members will release Defendants, Horizon Realty Advisors' current and former property management clients (including owners of properties managed by Horizon Realty Advisors at which Settlement Class Members resided), their contractors, their service providers, and each of their parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, immediate family members, insurers, reinsurers, and attorneys (the "Released Parties"), all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common, or foreign law, whether such claim was asserted in the Complaint or the Amended Complaint or could have been asserted in the Complaint or the Amended Complaint, or in any other forum, to the extent such claim arises out of or is based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint or the Amended Complaint, and that otherwise relate to utility billing practices during the Class Period, except for claims relating to the enforcement of the Settlement Agreement (the "Released Claims").

You can talk to the law firms representing the Settlement Class for free or you can, at your own expense, talk to your own lawyer if you have any questions about Released Parties or the Released Claims or what they mean. The release does not apply to Settlement Class Members who timely submit a valid Request for Exclusion.

WHAT IS THE FINAL APPROVAL HEARING AND WHEN IS IT? PLEASE TAKE NOTICE that a Final Approval Hearing will be held on **October 25, 2023 at 10:00am** at the Wayne L. Morse United States Courthouse in Courtroom 2, 405 East Eighth Avenue, Eugene, Oregon 97401 to consider the final approval of this proposed Settlement. **You are not required to appear at the hearing**, but you may attend the hearing if you want to. At the Final Approval Hearing, the Court will consider:

- a. Whether the proposed Settlement is fair, reasonable, adequate, in good faith, and in the best interests of the Class Members; and
- b. Whether a Final Approval Order and General Judgment of Dismissal should be entered approving the Settlement and releasing all related claims against Defendants.

If, after conducting the Final Approval Hearing, the Court grants final approval of the Settlement as set forth in the Settlement Agreement (including any modification or amendment thereto to which Defendants and Class Counsel agree), it shall enter a Final Approval Order and General Judgment of Dismissal. Defendants' obligations to make payments under the Settlement Agreement do not become effective until the Court grants final approval, and the General Judgment of Dismissal becomes final, as defined in the Settlement Agreement.

ADDITIONAL INFORMATION. If you want additional information you may call the Settlement Claims Administrator toll-free at **1-(844)495-0110** with any questions or you may visit the website at **www.RentalUtilitySettlement.com**.

Please send any notification of a new mailing address for you to the Settlement Claims Administrator via email or written letter to:

Rental Utility Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19102
Email: info@RentalUtilitySettlement.com

Unless you contact the Settlement Claims Administrator, the check will be made payable to the addressee of this notice and mailed to the same address as this notice.

Do not contact the Court directly. You may, however, refer to the pleadings in the public file with the Court.

With the exception of submitting an objection please DO NOT call or write to the Clerk of the Court.